

## REMARKS

Claims 1-82 are pending. Claims 47-62 and 64-77 are allowed. Claims 81 and 82 are cancelled herein without prejudice. Claims 1, 22, 28 and 63 are amended herein. The amendments add no new matter.

The Amendment After Final filed August 27, 2003 was not entered because the amendment to claim 1 was said to raise new issues. Amendments to claim 1 are made herein that are believed to address those issues. Examiner Marvich indicated in a telephone conversation with Applicants' representative that, upon entry, the proposed amendment to claim 1 may place the claims in condition for allowance.

As a formality, because the prior amendment was not entered, Applicants also repeat the amendments to claims 22, 28 and 63 set forth in the prior amendment, as well as the remarks that relate to those amendments.

### Rejection of Claims Under 35 U.S.C. §112, Second Paragraph:

Claims 1, 22, 28, 63, 81 and 82 are rejected under 35 U.S.C. §112, second paragraph as indefinite.

Claims 1 and 81 are said to be indefinite for reciting that "said cells are suspended in the liquid state immediately prior to said drying," and "said cells are not frozen prior to said drying." The Office Action states that these terms are not defined by the claims or the specification other than the disclosure that the "cells are not frozen for at least one minute prior to said drying" on page 13, lines 15-18. The Office Action states that "the cells then appear to require at least one minute of remaining in a liquid state, unfrozen prior to drying," and "without this as guidance, the claim is indefinite and the metes and bounds of the claim cannot be established." Applicants respectfully disagree.

Applicants have amended claim 1 and cancelled claim 81. Applicants submit that the amendment of claim 1 to recite "wherein said cells are not freeze-dried" is sufficient to overcome the rejection. The language of the amendment is supported at page 13, last line, which states "The cells themselves are never freeze-dried." The process of freeze-drying is well known

in the art to mean that the material being freeze-dried is frozen at the time of drying. For example, Webster's Dictionary defines "freeze-dry" as follows: to dry (as food) in a frozen state under high vacuum esp. for preservation." (Webster's Ninth New Collegiate Dictionary, Merriam-Webster Inc., Springfield, MA, p 492). As such, the term is definite, and Applicants respectfully request withdrawal of the rejection.

Claim 22 was rejected because the limitation "said glass-forming matrix material" lacks proper antecedent basis in claim 20, from which it depends. Applicants submit that the amendment to claim 22 changing the dependency from claim 20 to claim 21 obviates this rejection.

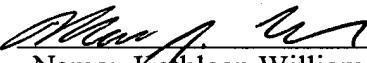
Claims 28 and 63 was rejected because the Trademark/Trade name "Ficoll<sup>TM</sup>" is not capitalized. Applicants submit that the amendment of the term to all capital letters is sufficient to overcome this ground of rejection.

In view of the above, Applicants submit that all issues raised in the Office Action and in the Advisory Action have been addressed herein and that the claims are now in condition for allowance. Applicants respectfully request reconsideration of the claims.

Respectfully submitted,

*Mark J. Fitzgerald*  
Reg. No. 45,928  
for Kathleen Williams

Date: February 4, 2004

  
Name: Kathleen Williams  
Registration No.: 34,380  
Customer No.: 27495  
Palmer & Dodge LLP  
111 Huntington Avenue  
Boston, MA 02199-7613  
Tel: 617-239-0100